

EXHIBIT A-3

SECOND AMENDMENT TO LOAN AGREEMENT

THIS SECOND AMENDMENT TO LOAN AGREEMENT (this "Amendment") is made as of this 21st day of July, 2014 (the "Effective Date") by and among 22 MAPLE STREET, LLC, a Delaware limited liability company having its principal office at 260 Chambers Bridge Road, Suite 2A, Brick, New Jersey 08723 (together with its successors and assigns, the "Amesbury Borrower"), 25 ORIOL DRIVE, LLC, a Delaware limited liability company having its principal office at 260 Chambers Bridge Road, Suite 2A, Brick, New Jersey 08723 (together with its successors and assigns, the "Autumn Borrower"), 59 COOLIDGE ROAD, LLC, a Delaware limited liability company (together with its successors and assigns, the "Emerson Village Borrower"), 20 KINMONTH ROAD, LLC, a Delaware limited liability company having its principal office at 260 Chambers Bridge Road, Suite 2A, Brick, New Jersey 08723 (together with its successors and assigns, the "Waban Health Center Borrower"; and the Amesbury Borrower, Autumn Borrower, Emerson Village Borrower and Waban Health Center Borrower each individually and collectively, the "Borrower"), CAPITAL FUNDING, LLC, a Maryland limited liability company, individually as a Lender, and as Agent, BANCALLIANCE INC., CONGRESSIONAL BANK, a Maryland chartered bank, MVB BANK, INC., a West Virginia banking corporation, and AP MA FUNDING LLC, a Delaware limited liability company, each as additional Lenders, and the financial institutions or other entities from time to time parties hereto, each as a Lender.

RECITALS:

A. Pursuant to that certain Loan Agreement dated as of March 4, 2014 by and among Borrowers, Agent and Lenders (as amended by that certain First Amendment to Credit and Security Agreement dated as of June 30, 2014, and as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and Lenders agreed to make available to Borrowers a loan (as amended, modified, supplemented, extended and restated from time to time, the "Loan"). Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Loan Agreement.

B. Borrowers have notified Agent and Lenders of a change to the equity structure approved under the Loan Agreement.

C. Lenders, Agent and Borrowers have agreed to make certain amendments to the Loan Agreement all as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, Lenders and Borrowers hereby agree as follows:

1. **Amendments to Loan Agreement.**

(a) Section 3.21-Ownership. Section 3.21 of the Loan Agreement is hereby amended by deleting the reference to Schedule 3.12 and replacing it with Schedule 3.21.

(b) Schedules. Schedule 3.21 to the Loan Agreement is hereby amended and restated its entirety with Schedule 3.21 attached to this Amendment.

2. **Reference to the Effect on the Loan Agreement.** Upon the effectiveness of this Amendment, each reference in the Loan Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of similar import shall mean and be a reference to the Loan Agreement as modified by this Amendment. Nothing herein is intended to impair or limit the validity, priority or extent of Agent’s security interests in and Liens upon the Collateral.

3. **Affirmation.** Except as specifically modified pursuant to the terms hereof, the Loan Agreement, and all other Loan Documents (and all covenants, terms, conditions and agreements therein), shall remain in full force and effect, and are hereby ratified and confirmed in all respects by Borrowers. Each Borrower covenants and agrees to comply with all of the terms, covenants and conditions of the Loan Documents, as modified hereby, notwithstanding any prior course of conduct, waivers, releases or other actions or inactions on Lender’s part which might otherwise constitute or be construed as a waiver of or amendment to such terms, covenants and conditions.

4. **No Waiver or Novation.** The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of Lender, nor constitute a waiver of any provision of the Loan Agreement, the Loan Documents or any other documents, instruments and agreements executed or delivered in connection with any of the foregoing. Nothing herein is intended or shall be construed as a waiver of any existing defaults or Events of Default under the Loan Agreement or other Loan Documents or any of Lender’s rights and remedies in respect of such defaults or Events of Default. This Amendment (together with any other document executed in connection herewith) is not intended to be, nor shall it be construed as, a novation of the Loan Agreement or any of the other Loan Documents. This Amendment cannot be amended without the prior written consent of Lender.

5. **Loan Document.** The parties acknowledge and agree that this Amendment and all agreements and instruments delivered to Lender in connection herewith shall each constitute a “Loan Document” under the Loan Agreement and the other Loan Documents.

6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

7. **JURY TRIAL WAIVER.** THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE FINANCING DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PARTIES HERETO REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

8. **Effect of Execution and Delivery by Lenders.** Each Lender, by delivering its signature page to this Amendment, shall be deemed to have acknowledged receipt of, and consented to and approved the Amendment, each Loan Document, or any other document, agreement and/or instrument required to be approved by Agent, Required Lenders or Lenders, as applicable.

9. **Headings.** Section headings in this Amendment are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.


10. **Counterparts.** This Amendment may be executed in counterparts, and all counterparts taken together shall be deemed to constitute one and the same instrument.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the Borrower, Agent and Lenders have caused this Amendment to be properly executed, by their respective duly authorized representatives, as of the date first above written.

BORROWER:


22 MAPLE STREET, LLC, a Delaware
limited liability company

By: 
Name: Avi "Zisha" Lipschutz
Title: Manager


25 ORIOL DRIVE, LLC, a Delaware limited
liability company

By: 
Name: Avi "Zisha" Lipschutz
Title: Manager

59 COOLIDGE ROAD, LLC, a Delaware
limited liability company

By: 
Name: Avi "Zisha" Lipschutz
Title: Manager

20 KINMONTH ROAD, LLC, a Delaware
limited liability company

By: 
Name: Avi "Zisha" Lipschutz
Title: Manager

AGENT:

CAPITAL FUNDING, LLC, a Maryland
limited liability company

By: *Deborah A. Spangenberg*
Name: Deborah A. Spangenberg
Title: President

STATE OF MARYLAND)
COUNTY OF Baltimore ss

On July 21, 2014, before me the undersigned notary public in and for said state, personally appeared Deborah A. Spangenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.

Karen L.G. Bailey
Notary Public



LENDER:

CAPITAL FUNDING, LLC, a Maryland
limited liability company

By: Deborah A. Spangenberg
Name: Deborah A. Spangenberg
Title: President

STATE OF MARYLAND)
COUNTY OF Baltimore ss

On July 21, 2014, before me the undersigned notary public in and for said state, personally appeared Deborah A. Spangenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.

Karen L.G. Bailey
Notary Public



LENDER:

MVB BANK, INC.,
a West Virginia banking corporation

By: Donald T. Robinson
Name: Donald T. Robinson
Title: President

STATE OF WV)
COUNTY OF Monongalia ss

On September 18, 2014, before me the undersigned notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.

Jane R. Wodzien
Notary Public



LENDER:

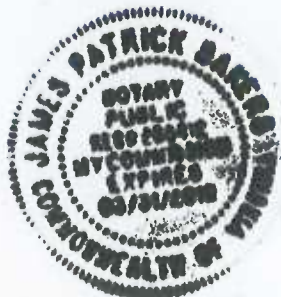
CONGRESSIONAL BANK,
a Maryland chartered bank

By: [Signature]
Name: JAMES H. PETERSON
Title: VP + COO

STATE OF Maryland)
COUNTY OF Montgomery) ss

On July 24th, 2014, before me the undersigned notary public in and for said state, personally appeared James H. Peterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.

[Signature]
Notary Public



LENDER:

BANCALLIANCE INC.,
a Maryland corporation

By: AP Commercial LLC,
its attorney-in-fact

By: 
Name: John Gray
Title: Managing Director

STATE OF Maryland)
COUNTY OF Montgomery) ss

On July 24, 2014, before me the undersigned notary public in and for said state, personally appeared John Gray, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.


Notary Public

CAROL D. BAKER
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES SEPTEMBER 25, 2017

LENDER:

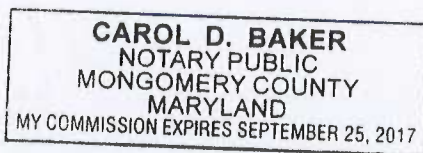
AP MA FUNDING LLC,
a Delaware limited liability company

By: 
Name: John Gray
Title: Managing Director

STATE OF Maryland)
COUNTY OF Montgomery) ss

On July 24, 2014, before me the undersigned notary public in and for said state, personally appeared John Gray, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.


Notary Public




ACKNOWLEDGEMENT OF GUARANTORS:

Each Guarantor, by signature below as such, for a valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby consents to and joins in this Amendment and hereby declares to and agrees with Agent and Lenders:

1. that its Guaranty of the Obligations is and shall continue in full force and effect for the benefit of the Agent and Lenders with respect to the Obligations, as amended by this Amendment,
2. that there are no offsets, claims, counterclaims, cross-claims or defenses of any Guarantor with respect to the Guaranty nor, to Guarantor's knowledge, with respect to the Obligations,
3. that the Guaranty is not released, diminished or impaired in any way by this Amendment or the transactions contemplated hereby,
4. that the Guaranty and that the provisions of the Loan Agreement, as modified by this Amendment, that are applicable to Guarantors, are hereby ratified and confirmed in all respects,
5. that (a) all of the representations and warranties set forth in the Guaranty, respectively are true and correct, except to the extent any representation or warrant relates to a specific date in which case such representation and warranty shall be true and correct as of such earlier date, (b) all security interests and Liens granted to Agent continue in full force and effect, and
6. that each Guarantor covenants and agrees to comply with all such provisions of the Amendment, Guaranty and Loan Agreement applicable to it, notwithstanding any prior course of conduct, waivers, releases or other actions or inactions on Agent's part which might otherwise constitute or be construed as a waiver of or amendment to such terms, covenants and conditions.

Each Guarantor hereby acknowledges that, without this consent and reaffirmation, Agent and Lenders would not execute this Amendment or otherwise consent to its terms.



Avi "Zisha" Lipschutz

Larry Lipschutz

Dov Newmark

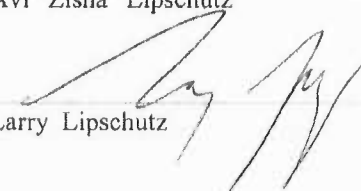
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2. that there are no offsets, claims, counterclaims, cross-claims or defenses of any Guarantor with respect to the Guaranty nor, to Guarantor's knowledge, with respect to the Obligations,
3. that the Guaranty is not released, diminished or impaired in any way by this Amendment or the transactions contemplated hereby,
4. that the Guaranty and that the provisions of the Loan Agreement, as modified by this Amendment, that are applicable to Guarantors, are hereby ratified and confirmed in all respects,
5. that (a) all of the representations and warranties set forth in the Guaranty, respectively are true and correct, except to the extent any representation or warrant relates to a specific date in which case such representation and warranty shall be true and correct as of such earlier date, (b) all security interests and Liens granted to Agent continue in full force and effect, and
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Avi "Zisha" Lipschutz



Larry Lipschutz

Dov Newmark

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2. that there are no offsets, claims, counterclaims, cross-claims or defenses of any Guarantor with respect to the Guaranty nor, to Guarantor's knowledge, with respect to the Obligations,
3. that the Guaranty is not released, diminished or impaired in any way by this Amendment or the transactions contemplated hereby,
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Larry Lipschutz

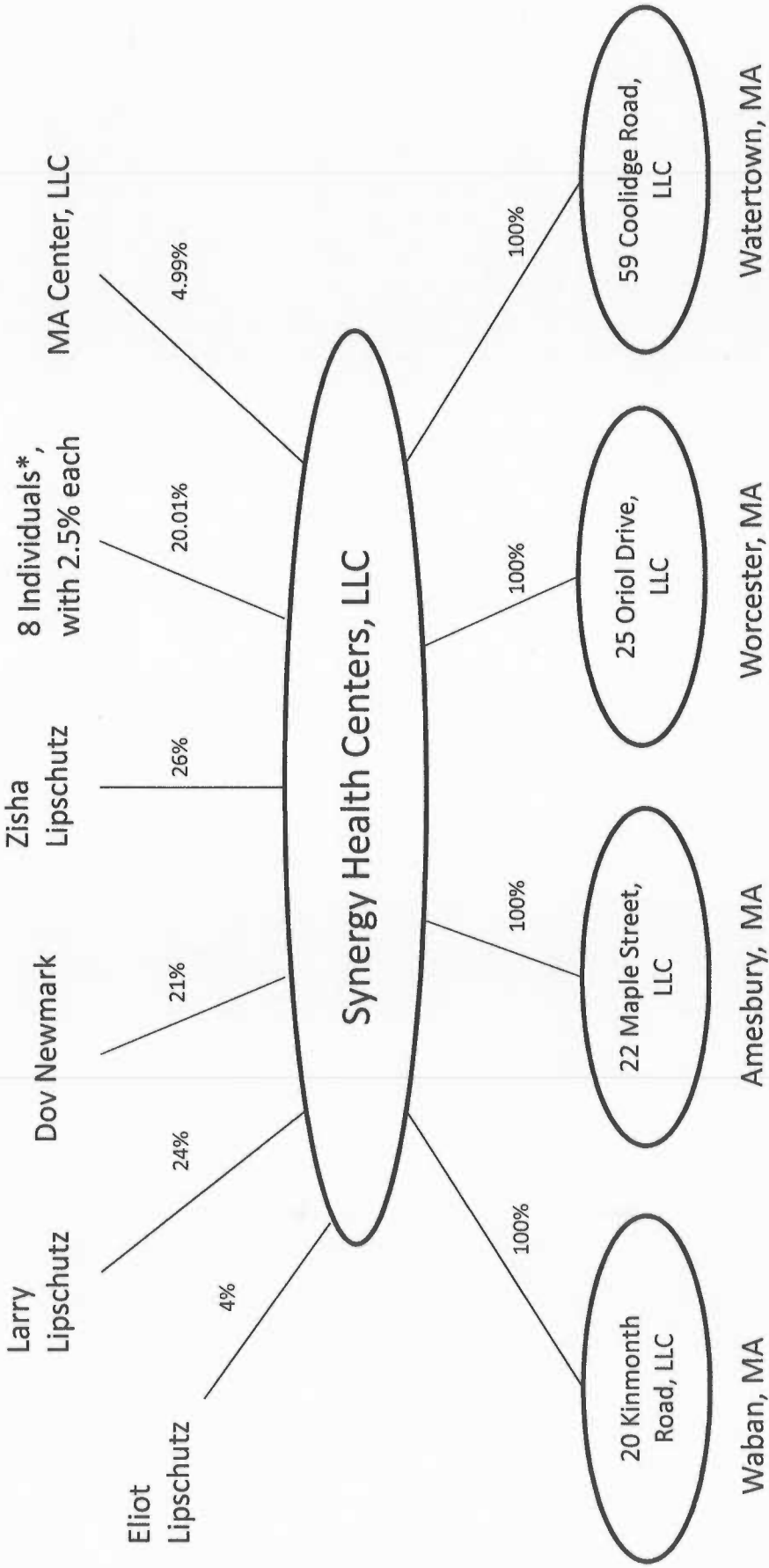

Dov Newmark

SCHEDULE 3.21

ORGANIZATIONAL CHARTS OF BORROWER

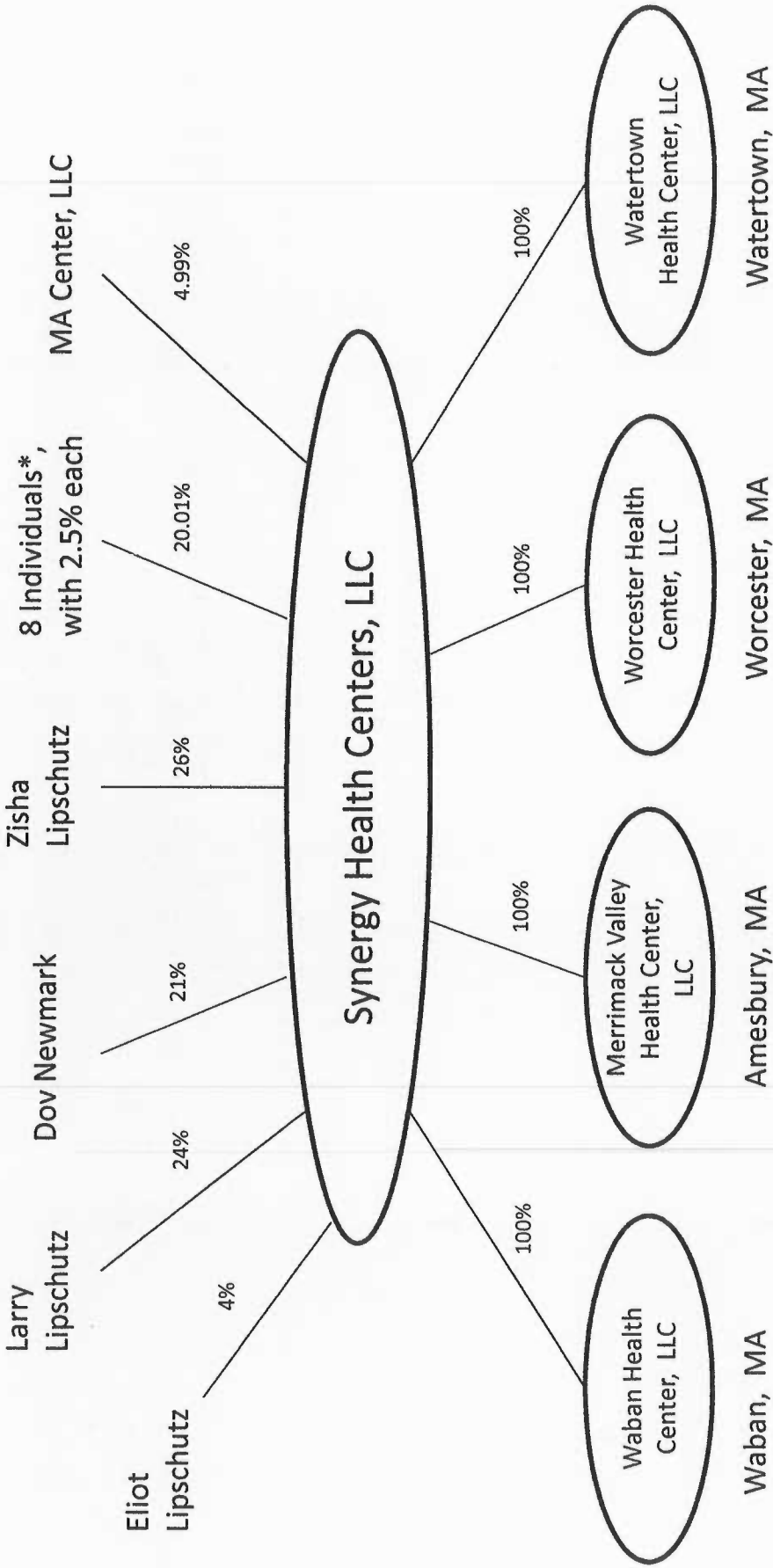
See attached.

MA Facilities Real Estate



*Zigmond Brach, Jeremiah Brach, Abigail Weiss, Pearl Friedman, Rachel Wiesner (holds an extra .01%), Joel Brach, Abraham Brach, Jennie Brach

MA Facilities Operations



*Zigmond Brach, Jeremiah Brach, Abigail Weiss, Pearl Friedman, Rachel Wiesner (holds an extra .01%), Joel Brach, Abraham Brach, Jennie Brach